

# Briarwood Dalmatians Stud Contract

## Stud Dog Information

Registration #:  
Registered name:  
Call Name:  
Sire:  
OFA Findings/Numbers:

## Bitch Information

Registration #:  
Registered name: Dam:  
Call Name:  
Email:  
OFA Findings/Numbers:  
Owner Name (at time of mating):  
Co-Owner:  
Address:  
Phone Number:

This contract is entered into by Stud Dog Owner, Courtney L Kiser, and Bitch Owner Name \_\_\_\_\_.

## STUD FEE

- To be paid up front before Breeding
- Paid as a Deposit, with Balance to be paid upon Litter whelping
- Pick Puppy Male/Female, to be determined by Stud Dog Owner

The fee for this service is \$1500 with the amount of \$300 to be paid at time of breeding as a deposit, with the balance of \$1200 due upon the resulting Litter. Litter registration papers will not be signed unless Stud Fee and any associated veterinary or other agreed upon expenses are paid in full.

## OTHER CONSIDERATIONS

Stud Dog Owner reserves the right to take a puppy in lieu of a stud fee, unless stud fee is paid in full up front prior to breeding. Stud Dog Owner will choose said puppy at 7 weeks of age, before any puppies from said litter have left the Bitch Owner's residence, after examination of litter by Stud Dog Owner or his/her representative. Said puppy will carry the Stud Owner's kennel name as a prefix. Bitch Owner's theme, if specified, will be used to name said puppy.

## DEFINITION OF "LITTER"

A Litter, for the purposes of this Contract, is defined as a minimum of 2 puppies born alive. If Breeding does not take, a Repeat breeding will be given to the same Bitch on her next season. If the Bitch fails to conceive on the return service, this Contract is terminated. If other arrangements have not been made with the Stud Dog Owner(s) and the Bitch is not bred on her next season, or is bred to another Stud Dog on her next season, the Deposit is forfeited and the Contract is null and void. If Litter results in only one puppy, and the Bitch Owner does not wish to repeat the breeding, the deposit paid prior to Breeding, plus expenses, will be considered payment for a one puppy Litter and the Contract is fulfilled. Balance of Stud Fee must be paid in full before Bitch is returned to Bitch Owner after a repeat Breeding.

**STUD DOG OWNER AGREES TO:**

- 1) Provide a four-generation pedigree of the above-named Stud Dog;
- 2) Provide copies of any OFA or other clearances or testing results that have been performed on the Stud Dog;
- 3) Provide documentation of a current clear Brucellosis screening;
- 4) Take proper care of the Bitch while in Stud Dog Owner's charge;
- 5) Sign Litter Registration promptly upon payment in full of Stud Fee and any other outstanding balance related to this Breeding.

Stud Dog Owner Initial Here: \_\_\_\_\_ indicating you have read the above conditions and you understand the serious legal consequences of breaching this contract.

**BITCH OWNER AGREES TO:**

- 1) Pay the agreed Stud Service Fee Deposit before the Bitch is serviced;
- 2) Pay the Balance of the Stud Fee upon birth of Litter resulting from this Breeding;
- 3) Provide a four-generation pedigree of the Bitch to be bred;
- 4) Provide copies of any OFA or other clearances or testing results that have been performed on the Bitch to be bred;
- 5) Provide documentation of a current clear Brucellosis screening;
- 6) Provide documentation of a clear vaginal culture. This is to protect both the Stud and the Bitch. Further it is suggested that the culture be done far enough in advance to allow treatment of any problems with antibiotics before the Breeding. If while in care of the Stud Dog Owner, a culture or veterinary examination may be required at the Bitch Owner's expense if there is any suspicion of a problem. Bitch Owner shall be liable for any loss of Stud Dog's future services due to Bitch Owner's concealment of health problems;
- 7) Notify Stud Dog Owner in writing, no later than 55 days after breeding, if no pregnancy results from the mating. Failure to do so will result in no return service being provided;
- 8) Keep the Bitch properly confined following Breeding to ensure no other dog could mate her accidentally before her season is complete;
- 9) Agrees to not knowingly sell or transfer puppies resulting from this breeding to any person or firm connected with the business of resale or wholesale of dogs.
- 10) Pay any and all veterinary and financial arrangements, including, but not limited to traveling expenses, emergency vet care related to this Breeding, etc.

Bitch Owner Initial Here: \_\_\_\_\_ indicating you have read the above conditions and you understand the serious legal consequences of breaching this contract.

**OTHER AGREEMENTS**

Bitch Owner is responsible for all testing done to the Bitch prior to and during Breeding to assure the proper timing of said Breeding. If Stud Dog is able to perform naturally and for some reason the Bitch Owner asks for artificial insemination or the Bitch cannot be bred naturally, Bitch Owner is responsible for cost of said process. If Bitch Owner is not willing to pay for progesterone testing, smears or AI's this should be stated ahead of time and included in the contract initialed by both parties. If this is the case we will try our best to breed the dogs at the proper time but if no puppies result the deposit is forfeited and no repeat breeding is offered.

The cost of shipping Bitch to and from Stud dog is that of the Bitch Owner. Stud Dog Owner does not charge a boarding fee or pickup and delivery charge unless Bitch must stay for a longer period of time than what is usually necessary or if Stud Dog Owner must travel over 50 miles to pick up Bitch. Bitch Owner is responsible for the cost of Bitch's food, supplements and medication while in the care of the Stud Dog Owner.

Bitch will be treated like one of the Stud Dog Owner's own animals when in the care of the Stud Dog Owner. Bitch will be kept inside in Stud Dog Owner's home during her stay. She will be exercised, played with and pampered. Stud Dog Owner will make his/her greatest effort to make sure this Bitch will feel comfortable during her stay, as well as being adequately separated from Stud Dog Owner's other male dogs.

Bitch will be bred two to three times naturally or artificially depending on what the Stud Dog Owner's veterinarian feels is best to cover the entire breeding cycle. We will make every effort to cover the entire breeding cycle of the bitch.

No puppies resulting from the Breeding may be sold to brokers, pet shops or puppy mills. Should this part of the contract be ignored Stud Dog Owner will pursue this clause in a court of law. Further, Stud Dog Owner requires that no puppies sired by this Stud Dog are sold outside the United States unless expressed permission is given in writing by same.

**Chilled Extended or Frozen Semen:**

If Bitch Owner elects to have fresh chilled or frozen semen shipped to the Bitch the entire cost is that of the Bitch Owner. This fee is in addition to the Stud Fee. Litter papers will not be signed until the remainder of the Stud Fee and the entire cost of the Chilled/Frozen semen expenses are paid in full.

If Breeding does not take Bitch Owner is still responsible for the cost of the Chilled/Frozen semen expenses. Further, if semen was drawn and arrived in good shape and Bitch Owner does not wish to repeat the breeding the original deposit will serve as the fee for the original breeding plus any out of pocket expenses Stud Dog Owner has acquired, and this contract will be null and void. Should Bitch Owner choose to do a second breeding - the remainder of the Stud fee is due up front.

**Additional:**

All puppies produced are to be sold on limited registration papers with spay/neuter Contracts unless agreed upon by Stud Dog Owner in writing. Stud Dog Owner will happily provide Bitch Owner with a copy of a Pet and Show Contract if one is needed. If any produced puppy is sold with full registration without Stud Dog Owners permission there will be a fee of \$5,000 per puppy.

Stud Dog Owner understands that most breeders sell puppies with a first right of refusal clause. Stud Dog Owner would appreciate being informed of puppies that are returned for any reason. An effort will be made on the Stud Dog Owner's part to help Bitch Owner find a new home for said puppy. Stud Dog Owner wishes Bitch Owner to understand that he/she takes the breeding of said Stud Dog very seriously and will be very interested in the puppies resulting from this litter for their entire lifetime. Stud owners agrees to accept returned puppies if the Bitch Owner is unable to at that time.

All puppies produced have to be BAER tested, no exceptions. If any puppies that are produced from this breeding are not BAER tested before leaving bitches owners care there will be a fine of \$5,000 per puppy that is not BAER tested.

Additions/ Exceptions/Etc. (signed, dated and initialed by all parties)

By this Contract it is specifically agreed that the Stud Dog Owner is not obligated to sign the application for Litter Registration until, and unless, the Stud Fee and any other related financial arrangements have been paid in full, or, in the case of a puppy-back agreement (in lieu of Stud Fee), the Stud Dog Owner has taken possession of the puppy as previously agreed.

I understand the above written Contract and agree to abide by all sections both typed and written. Both parties agree to all of the above agreements and terms.

**FAILURE TO COMPLY WITH PROVISIONS/BREACH OF CONTRACT:** This Agreement shall be interpreted and enforced under and pursuant to the laws of state of Virginia. The parties hereto acknowledge and agree that jurisdiction and venue shall solely be proper within Wythe County, Virginia.

If for any reason the parties hereto, or any party hereto, deems that the Agreement has been breached to their detriment, the parties hereto agree to submit their differences for resolution to non-binding mediation prior to and as condition of exercising any right to filing a lawsuit and submitting any such difference to nay court of law.

In the event that Bitch Owner breaches the contract, penalty for breach of contract shall result in liquidated damages in the amount of \$5,000 (five thousand dollars) in U.S. currency per instance.

In the event that litigation is commenced by the seller due to breach of the contract committed by the Bitch Owner, the Bitch Owner shall forfeit any monetary refund awarded by the court upon the court awarding return of Puppy to the Stud Dog Owner.

Should the court's decision result in the Stud Owner as prevailing party, an additional amount of \$5,000.00 shall be awarded to the Stud Owner as damages to the Stud Owner's Kennel name and reputation and Stud Owner's time, trouble and mental duress.

**Bitch Owner Initial Here: \_\_\_\_\_ indicating you have read the above conditions and you understand the serious legal consequences of breaching this contract.**

\_\_\_\_\_

Print of Bitch's Owner

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Acceptance and signature of Bitch's owner

Date

\_\_\_\_\_

Print of Stud Dog Owner

\_\_\_\_\_

Acceptance and signature of stud's owner

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Date